with BellSouth include confidentiality provisions.[1/] As a result, CLECs' operators do not have access to the listings for customers of several of Louisiana's local exchange carriers -- even though BellSouth maintains a single, integrated database, through which BellSouth operators have access to all independent LEC listings. Thus, CLECs are not being provided with nondiscriminatory access to unbundled DA databases. In practical terms, in order to access directory service listings that BellSouth denies to CLECs, an MCI customer will have to be transferred by MCI to BellSouth's directory assistance or dial a special code to by-pass MCI and reach BellSouth. This is hardly dialing parity, and it damages competition by making MCI's local service less attractive than BellSouth's.

## CUSTOMIZED ROUTING FOR OPERATOR SERVICES

51. As part of the unbundled switching network element, BellSouth must provide customized routing, which is a feature, function, or capability of the switch. In particular, MCI requires customized routing in order to have its customers' operator services calls routed to the CLECs' own operator services platforms. BellSouth's practices are preventing this. Although BellSouth passes intraLATA toll and interLATA operator services traffic to IXCs and other carriers over Feature Group D ("FGD") trunks, it will pass local

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1/ If BellSouth were truly interested in providing nondiscriminatory access to its DA listings, it could renegotiate its agreements with independent carriers to provide for access to third parties in compliance with the Act, although MCI does not believe that is necessary because federal law trumps BellSouth's agreements. As noted above, the FCC found that BellSouth's access to independent telephone company listings was derived "solely because of its dominant position in the provision of local exchange services throughout its region." In the Matters of Bell Operating Companies, CC Docket No. 96-149, ¶ 81 (Feb. 6, 1998) (footnote omitted). Because an independent telephone company is already providing data to BellSouth as a result of BellSouth's dominant position, it clearly is discriminatory for BellSouth to refuse to provide that data to other local carriers.

operator services traffic to CLECs only using Modified Operator Signaling ("MOS"). MOS signaling is not compatible with CLECs' networks. Thus, as a practical matter, MCI cannot offer its own operator services to customers served using BellSouth's switches. It is technically feasible for BellSouth to translate MOS signaling to FGD signaling through a modification, and the Act obligates BellSouth to do so in order to accommodate CLECs' need to obtain customized routing of operator services traffic.[2/]

52. The alternative to routing operator services traffic to a CLEC's operator services platform is to route those calls to BellSouth's platform and have BellSouth brand the calls with the CLEC's name. However, for a CLEC to obtain its own branding on operator services, BellSouth requires the CLEC to order dedicated trunking from every end office from which it wants to have calls branded. See Varner Aff. ¶ 143. This is an unnecessary and unreasonable requirement, not only from the CLEC's perspective, but from BellSouth's as well. It is unlikely that BellSouth's operator switches could even accommodate the dedicated trunks from every CLEC wanting to use its own brand. And even if BellSouth's switches could handle the trunking demand, what would result is a grossly inefficient and costly parallel network for each of these CLECs.

53. If BellSouth refuses to route operator services calls to CLECs using FGD trunks, there is no need to use customized routing for those calls at all. Customized routing is not necessary to route calls to BellSouth's own operator services platform -- if a customer dials 0+ or 0- the call will be routed to BellSouth's platform without customized routing. Customized routing is only necessary because of BellSouth's requirement of a parallel dedicated network.

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2/ See First Report and Order ¶¶ 198, 202.

There is no reason why BellSouth could not simply brand these calls, routed through its switch to its operator services platfrom as usual, on the basis of the ANI of the call. BellSouth operators can determine the CLEC associated with a ported or resold line for purposes of busy line verification and emergency interrupt requests that BellSouth transfers to CLECs. To develop this capability, BellSouth had to build a database that associates the telephone number with the appropriate CLEC. This same database could be used to identify the CLEC for purposes of branding.

54. Operator services are the most basic of services that a CLEC like MCI would seek to provide to its local customers. BellSouth's failure to accommodate either routing of traffic to CLECs' operator services platforms via FGD or branding of operator services at BellSouth's platform effectively prevents CLECs from offering their own operator services to customers served through resale or through unbundled switching. The inability of CLECs to offer their own operator services substantially impairs the ability of CLECs to compete against BellSouth for local customers.

**UNBUNDLED TRUNK PORTS**

55. The unbundled switching network element, whether local switching or tandem switching, includes not only the switching functions resident in the switch, but also the ports, or access and egress elements, that connect lines and trunks to the switch. See 47 C.F.R. § 51.319(c). Thus, trunk ports, which allow trunks to be connected to a tandem switch or the trunk side of a local switch, must be available as an unbundled network element. Unless trunk ports are offered as part of the switching network element, it is not possible for a CLEC to obtain either common or dedicated transport to that switch, because there will be nothing to connect the

transport facilities to the switch. BellSouth is not in compliance with the competitive checklist's requirement of unbundled switching because it is not providing trunk ports.

56. In December 1997, MCI asked BellSouth for information needed to order trunk ports at BellSouth's end office and tandem switches, with the expectation of later adding dedicated transport between the switches. See Exhibit 2. In particular, MCI requested trunk type translation requirements for each switch type, ordering forms and requirements, information relating to how MCI should inform BellSouth of other carriers' use of the dedicated transport, information relating to overflow onto BellSouth's common trunk groups, and other information relating to BellSouth's treatment of MCI's proposed arrangement. BellSouth has not been forthcoming in response to this request. First, after an exchange of e-mail messages in which BellSouth claimed that the complexity of the issues required extensive evaluation before it could even provide a timeframe for response (and after MCI sent a letter reiterating its request, see Exhibit 3), BellSouth told MCI on April 7, 1998 that it needed more information to evaluate MCI's request (although it conceded that MCI had the right to order trunk ports). See Exhibit 4. Not until July was MCI able to meet with BellSouth regarding this issue, and BellSouth informed MCI at that meeting that it would have to collocate at both the end office and the tandem in order to connect with BellSouth's facilities. Alternatively, BellSouth said, MCI could purchase dedicated transport from BellSouth pursuant to a BFR. Either of these options would cause additional and unnecessary delay and expense, all to achieve an uncomplicated arrangement that BellSouth should be prepared to provide as a standard offering.

## RECIPROCAL COMPENSATION

57. The reciprocal compensation process offered by BellSouth is not equitable, because it does not provide for truly reciprocal compensation with respect to the tandem interconnection rate for terminating local traffic. BellSouth intends to bill CLECs for tandem switching used to terminate calls from CLECs' customers. However, BellSouth will not permit CLECs to bill BellSouth equally for the use of CLEC switches having the same functionality and geographic scope as BellSouth's tandems. Instead, BellSouth will pay only the end office termination rate when a CLEC has a single switch, regardless of the switch's functionality and geographic scope.

58. MCI's and other CLECs' local switches perform the same functions and provide the same services -- transport and termination -- as do BellSouth's tandem switches. When MCI interconnects with an ILEC's tandem and an ILEC interconnects with MCI's switch, the function performed by each switch is to allow customers of each carrier to call one another. That function is unaffected by the fact that the ILEC accomplishes it by using a tandem switch, while MCI uses a different network architecture. Accordingly, the reciprocal compensation arrangements contemplated by BellSouth are not in fact reciprocal. BellSouth should not be permitted to bill CLECs for tandem and end office switching functions while CLECs that perform the same functions more efficiently -- that is, using only one switch -- are permitted to bill only for end office switching. State commissions, recognizing that CLECs should not be penalized for utilizing new, more efficient technology, have required ILECs to compensate

CLECs at the tandem rate when the CLECs' switches have functionality and geographic scope comparable to the ILECs tandem switches.[3/]

59. Moreover, BellSouth refuses to pay local interconnection charges for traffic terminating to Internet service providers ("ISPs"), insisting that reciprocal compensation does not apply to such traffic. BellSouth bases this refusal on its contention that calls to ISPs are interstate in nature, because the Internet connects with sites located in other states and even other countries. In general, however, BellSouth is incorrect that traffic terminating to ISPs is not local. Although Internet traffic carried over the provider's Internet network might indeed cross the country or the world, the call from the end user to the provider is generally a local call. The customer is not calling a number in another state or country, but rather a number in the same local calling area. That is local traffic, regardless of what the ISP does with the call after it receives it. The position advocated by BellSouth (and other BOCs) has been rejected by at least

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3/ See, e.g., Arbitration Award, In re the Petition of MCI Telecommunications Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Ameritech Ohio, Case No. 96-888-TP-ARB at 18 (Pub. Utils. Comm'n Ohio Jan. 9, 1997); Opinion and Order, In re the Petition of MCImetro Access Transmission Services, Inc. for Arbitration of Interconnection Rates, Terms and Conditions pursuant to 47 U.S.C. §252(b) of the Telecommunications Act of 1996, Docket No.U-3175-96-479 at 26 (Ariz. Corp. Comm'n Dec. 18, 1996); Order Resolving Arbitration Issues, In re Consolidated Petitions of AT&T Communications of the Midwest, Inc., MCImetro Access Transmission Services, Inc., and MFS Communications Company for Arbitration with US West Communications, Inc. Pursuant to Section 252(b) of the Federal Telecommunications Act of 1996, Docket Nos. P-5321, 421/M96-909, et al. at 71-72 (Minn. Pub. Utils. Comm'n Dec. 2, 1996); Order Setting Proxy Prices and Resolving Interim Number Portability, Petition of MCI Telecommunications Corp. and MCImetro Access Transmission Services of Virginia, Inc. For Arbitration of Unresolved Issues from Interconnection Negotiations with Bell-Atlantic-Virginia, Inc. pursuant to §252 of the Telecommunications Act of 1996, Case No. PUC960113 at 4 (Va. Corp. Comm'n Nov. 8, 1996); see also U S West Communications, Inc. v. MFS Intelnet, Inc., No. C97-222WD, Order on Motions for Summary Judgment at ¶ 6 (W. D. Wash. Jan. 7, 1998) (affirming call termination rates based on tandem switching where new entrant's switches functioned more like tandem switches than end office switches).

two federal district courts and nineteen state commissions, which have correctly determined ISP traffic to be local.[4/] BellSouth is not providing reciprocal compensation in compliance with the Act until it pays local interconnection charges for traffic terminating to ISPs.

## INTERIM LOCAL NUMBER PORTABILITY CUTOVERS

60. The Act requires BellSouth to provide interim local number portability ("ILNP") pending the implementation of permanent number portability. See 47 U.S.C. § 271(c)(2)(B)(xi). However, BellSouth has not made ILNP available in accordance with the Act because it has often failed to provide ILNP in coordination with local loop cutovers, causing MCI's customers to lose service. Proper coordination of ILNP is critical to initiating service for new customers of MCI who wish to retain the telephone numbers they had with BellSouth. To ensure a smooth transition from BellSouth's local service to MCI (or another CLEC), BellSouth must coordinate ILNP with the cutover of the local loop. This requires cooperation between BellSouth and MCI at the planning stage and at implementation. MCI must have the ability both to schedule ILNP conversions and to postpone ILNP conversions when necessary to accommodate the schedules of MCI's customers. But BellSouth has initiated ILNP cutovers without coordinating with MCI, causing serious damage to MCI's customers, as well as to MCI's reputation. It would be difficult for BellSouth to have designed a more effective method of discouraging the development of local competition than to cause lengthy service outages for

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4/ See, e.g., Illinois Bell Tel. Co. v. Worldcom Technologies, Inc., No. 98 C 1925, slip op. at 7-29 (N.D. Ill. July 21, 1998); Southwestern Bell Tel. Co. v. Public Util. Comm'n, No. 98 CA 043, slip op. at 14-25 (W.D. Tex. June 16, 1998).

customers who take a chance on switching from the incumbent to a new competitor. That is what BellSouth has done.

61. For example, a major retail customer of MCI's in Atlanta lost service for several hours on July 24, 1998, when BellSouth prematurely disconnected that customer's lines. The ILNP cutover had been scheduled for July 23, but was rescheduled to July 30. At noon on July 24, however, BellSouth proceeded with the disconnect order, and the customer was left without service. Another MCI customer lost service in June 1998 when its ILNP order, which was scheduled for 5:00 p.m., after the business day had ended, was begun by BellSouth at 2:30 p.m. These are just some of the latest in a long series of ILNP coordination problems that have resulted in MCI's customers' losing service. BellSouth repeatedly fails to provide coordinated cutovers that avoid taking down MCI's customers' lines during business hours.

62. It almost goes without saying that BellSouth's ILNP cutover errors are costing MCI and other CLECs dearly, in terms of both customer goodwill and personnel time. Loss of telephone service can be very expensive for MCI's business customers. And it only takes a few horror stories like those mentioned above to stymie completely the efforts of new competitors. As word spreads, potential customers will be increasingly leery of taking a chance with anything so vital as their telecommunications services. BellSouth's errors have the added effect of making it more difficult for competitors to sign up the most valuable customers -- those customers who are most dependent on their telecommunications services and who therefore generate the most telecommunications revenue will be the least likely to take the risk of switching to an alternative provider. In other words, the more incompetently BellSouth handles its ILNP cutovers, the more successful BellSouth will be in preventing competition. BellSouth

should not be found to have complied with the checklist so long as it is failing to provide ILNP cutovers in a way that does not threaten competition.

## CUSTOMER PROPRIETARY NETWORK INFORMATION

63. In an anticompetitive move that impedes CLECs' ability to obtain customers using any service delivery method, BellSouth has been contacting its customers to solicit "freezes" on their customer proprietary network information ("CPNI"), in order to make the information unavailable to CLECs. This practice violates the Commission's rules concerning the handling of CPNI. See Second Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 96-115, ¶ 140, 13 FCC Rcd 8061 (rel Feb. 26, 1998) (prohibiting carriers from making any statement that encourages customers to "freeze" third party access to the customer's CPNI). In order to "unfreeze" a customer's CPNI, a CLEC must obtain and submit to BellSouth written authorization. Once it has received that authorization, BellSouth will send a copy of the information by facsimile. The entire process takes seven to thirty days, and is deliberately anticompetitive.

## CONCLUSION

64. For all of the reasons discussed above, BellSouth is not providing all of the fourteen items required under the Act's competitive checklist. Through willful refusal to comply with the Act, and sometimes through simple unreadiness to do what the Act requires, BellSouth is impeding the development of competition in Louisiana.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on July 31, 1998.

Marcel Henry

# EXHIBIT 1

# LOCAL COMPETITION USERS GROUP (LCUG)

## SERVICE QUALITY MEASUREMENTS (SQM)

September 26th, 1997
Membership: AT&T, Sprint, MCI, LCI, WorldCom

Version 6.1

# Service Quality Measurements
## Table Of Contents

# Service Quality Measurements
## Introduction

### Background:

On August 8, 1996, the Federal Communications Commission released its First Report and Order (the Order) in CC Docket No. 96-98 ( Implementation of the Local Competition Provisions of the Telecommunications Act of 1996). The Order establishes regulations to implement the requirements of the Telecommunications Act of 1996. Those regulations are intended to enable potential competitive local exchange carriers (CLECs) to enter and compete in the local telecommunications markets. One requirement found to be "absolutely necessary" and "essential" to successful entry is that the incumbent local exchange carriers (ILECs) provide nondiscriminatory access to their operations support systems (OSSs). Many variations of interim OSS GUIs (graphic user interfaces), and electronic gateways have been or are being offered by the ILECs. These interim systems have not provided the capability for the CLECs to provide the same customer experience for their customer as compared to what the ILECs do for theirs. The timeliness and accuracy of information processed by the ILEC for pre-ordering, ordering and provisioning, maintenance and repair, unbundled elements, and billing have not, to date, been satisfactory. The service delivery problems exist regardless whether total service resale or unbundled elements are utilized. Final solutions for application-to-application real time system interfaces are evasive because of the complexity, the diversity of committed implementation schedules and lack or inconsistent use of industry guidelines.

On February 12, 1997 the Local Competition Users Group (LCUG) issued their "Foundation For Local Competition: Operations Support Systems Requirements For Network Platform and Total Services Resale. The core principles contained in the document are: Service Parity, Performance Measurement, Electronic Interfaces, Systems Integrity Notification of Change, and Standards Adherence. Each of these are significant to ensure CLEC customers can receive at least equal levels of service to those the ILEC provides to its own customers. The LCUG group indicated that is was essential that a plan be developed to measure the ILECs performances for all the essential OSS categories (e.g. pre-ordering, ordering and provisioning, maintenance and repair, network performance, unbundled elements, operator services and directory assistance, system performance, service center availability and billing). To that end, an LCUG sub-committee was formed with a charter to address measurements and metrics. The subcommittee jointly developed a comprehensive list of potential measurements which was developed and shared among the team members for review. Each committee member researched an assigned measurement group for the purpose of proposing consolidation and other modifications. The subcommittee discussed each measurement and considered existing regulatory requirements (minimum service standards) as well as good business practices in arriving at the recommended measurement and extent of detail to be reported. The service quality measurement (SQM) goals, or benchmark levels of performance, were established to provide a nondiscrimination standard in the absence of directly comparative ILEC results. Establishing precise benchmark level was difficult because the ILECs have been reluctant to share actual results. The goals, therefore, were based upon best of class and/an assessment of the necessary performance to support a meaningful opportunity for CLECs to compete. The SQM goals may change if the ILECs share historical and/or self report current results.

### Measurement Plans:

A measurement plan, capable of monitoring for discriminatory behavior, must incorporate at least the following characteristics; 1) it permits direct comparisons of the CLEC and CLEC industry experience to that of the ILEC though recognized statistical procedures, 2) it accounts for potential performance variations due to differences in service and activity mix, 3) it measures not only retail services but experiences with UNEs and OSS interfaces, and 4) it produces results which demonstrate the nondiscriminatory access to OSS functionality is being delivered across all interfaces and a broad range of resold services and unbundled elements. The measures employed must address availability, timeliness of execution, and accuracy of execution.

# Service Quality Measurements

## Introduction

It is essential that the CLECs be able to determine that they are receiving at least equal treatment to that ILECs provide to their own retail operations or their local service affiliates. Benchmarks and performance standards that are voluntarily adopted by the CLECs and ILECs, or ordered by commissions, need to clearly demonstrate that new service providers are receiving nondiscriminatory treatment.

This document discusses measurements at both a summary level (Executive Overview) and at a level suitable for starting the implementation process (Measurement Detail)

# Service Quality Measurements
## Business Rules

### Test for Parity:

**ILEC Reports Results For Own Local Operations:**

Both the average (mean) result and the variance of the measurement result for the ILEC and the CLEC should be compared to establish that the CLEC result is no worse than the ILEC's result.

**ILEC Results Are Not Reported Or Results Are Incomplete:**

The mean result for CLEC must be compared and a determination made that the CLEC result is no worse than the benchmark performance level. The benchmark performance to be employed in the comparison is the result produced via special study by an ILEC (as described below) or, in the absence of such a study result, the LCUG default performance benchmarks.

### Benchmarking Study Requirements:

A special study may be optionally utilized by the ILEC to establish the benchmark performance level whenever a reasonable ILEC retail analog does not exist. When the ILEC performs a benchmarking study, it must be based upon equivalent experiences of that ILEC and conform to the following minimum requirements: (1) a benchmark result is provided for each reporting dimension described for the measurement; (2) the mean, standard error, and number of sample points are disclosed for each benchmark result; (3) the study process and benchmark results may be subjected to independent audit; (4) update to the benchmark result will be submitted whenever changes may reasonably be expected to impact the study results or six months has elapsed since the conduct of the prior study, whichever occurs earlier. Unless directly ordered by the appropriate regulatory commission, no ILEC benchmark will be utilized in lieu of an LCUG benchmark without mutual agreement of the CLECs impacted by use of the benchmark

### Reporting Expectations and Report Format:

CLEC results for the report month are to be shown in comparison to the ILEC result for the same period with an indication, for each measurement result, where the CLEC result is lesser in quality compared to the ILEC (based upon the test for parity described in the preceding). Such detailed results will be reported only to the CLEC unless written permission is provided to do otherwise. Furthermore, reporting to the individual CLECs should include, for each measure, a representation of the dispersion around the average (mean) of the measured results for the reporting period (e.g. percent of 1-4 lines installed in the 1st day, 2nd day, 3rd day, and > 10 days, etc.) In addition to providing the preceding detailed results, the ILEC must also supply, to each interested CLEC, a report showing the ILEC performance for each measure in comparison to both CLEC industry in aggregate and the performance delivered to any affiliate(s) of the ILEC.

### Delivery of Reports and Data:

Reports are to be made available to CLEC by the 5th scheduled business day following the close of the calendar report month. If requested by the CLEC, data files of raw data are to be transmitted by the ILEC to the CLEC on the 5th scheduled business day pursuant to mutually acceptable format, protocol and transmission media.

### Geographic Reporting:

Measurement data should be reported on a natural geographic area that allows prudent operational management decisions to be made and does not obscure actual performance levels. Presently ILECs report at levels as discrete as indiviual exchanges (Central Office) to as aggregated as the Region level. The recommended default level of reporting is the MSA although further detail should be required where it improves the ability to make meaningful comparisons..

# Service Quality Measurements
## Business Rules

### Verification and Auditing:

By joint request of more than one CLEC, an audit of the data collecting, computing and reporting processes must be permitted by the ILEC. The ILEC must also permit an individual CLEC to audit or examine its own results pursuant to terms no more restrictive than those established between the CLEC and the ILEC in the interconnection agreement for the operating area underlying the reported results.

During implementation of the measurement reporting, validation of results of data collection, measurement result computation and report production will be necessary. The ILEC must permit such validation activities and not subsequently contend that an individual CLEC has undertaken an audit either under the terms of the measurement plan or pursuant to the terms of the CLEC's interconnection agreement.

### Adaptation:

Technology, market conditions and industry guidelines/standard continue to evolve. LCUG reserves the right to modify the content of this document, adding, deleting or making modification, as necessary to reflect such changes.

# Service Quality Measurements
## Executive Overview

**This Executive Overview section:**

- Provides a summary of the detailed requirements
- Enables a quick overview and understanding of the proposed LCUG measurements
- Summarizes the Business Implications associated with each measurement
- Accommodates a target audiences who have a need to know about the measurements but not the specific details

# Service Quality Measurements
## Executive Overview

## Pre-Ordering (PO)

| **Function:** | |
|---|---|
| Average Response Interval for Pre-Ordering Information | |
| **Business Implications:** | |
| • The CLEC customer service agent must establish such basic facts as availability of desired features, likely service delivery intervals, the telephone number to be assigned and the validity of the street address while the customer (or potential customer) is on the phone<br>• It is critical that the CLEC be perceived as equally competent, knowledgeable and fast as an ILEC customer service agent<br>• This measure is designed to monitor the time required for CLECs to obtain the pre-ordering information necessary to establish and modify service<br>• Comparison to the ILEC results allow conclusions whether an equal opportunity exists for the CLEC to deliver a comparable customer experience (compared to the ILEC) when a retail customer calls the CLEC with a service inquiry | |
| **Measurements:** | **Results Detail:** |
| • Average Response Interval for Pre-Ordering Information | • Major Pre-ordering Query Type |

## Ordering and Provisioning (OP)

| **Function:** | |
|---|---|
| Order Completion Intervals | |
| **Business Implications:** | |
| • When the CLEC commits to a due date for service delivery, the customer plans for service availability at that point and will be dissatisfied if the requested service or feature is not delivered when promised<br>• The "average completion interval" measure monitors the time required by the ILEC to deliver integrated and operable service components requested by a CLEC, regardless of whether services resale or unbundled network elements are employed<br>• When the service delivery interval of the ILEC is measured for comparable services, then conclusion can be drawn regarding whether or not CLECs have a reasonable opportunity to compete for customers<br>• The "average completion interval" and "percent completed on time" may prove useful in detecting developing capacity issues | |
| **Measurements:** | **Results Detail:** |
| • Mean Completion Interval<br>• Percent Orders Completed on Time | • By Major Service Family and Order Type |

# Service Quality Measurements
## Executive Overview

| **Function:** | |
|---|---|
| Order Accuracy | |
| **Business Implications:** | |
| • Customers expect that their service provider will deliver precisely the service ordered and all the features specified<br>• This measurement monitors the accuracy of the provisioning work performed by the ILEC in response to CLEC orders | |
| **Measurements:** | **Results Detail:** |
| • Percent Order Accuracy | • By Major Service Family |

| **Function:** | |
|---|---|
| Order Status | |
| **Business Implications:** | |
| • When a customers calls their service providers, they expect to be able to promptly get the information regarding the progress on their order(s)<br>• When changes must be made, such as to the expected delivery date, customers expect that they will be immediately notified so that they may modify their own plans<br>• The order status measurements monitor, when compared to the ILEC result, that the CLEC has timely access to order progress information so that the customer may be updated or notified, early on, when changes and rescheduling are necessary | |
| **Measurements:** | **Results Detail:** |
| • Mean Reject Interval<br>• Mean FOC Interval<br>• Mean Jeopardy Interval<br>• Mean Completion Interval<br>• Percent Jeopardies Returned | • By Status Type and Order Type |

| **Function:** | |
|---|---|
| Held Orders | |
| **Business Implications:** | |
| • Customers expect that work will be completed when promised<br>• There must be assurances that the average period that CLEC orders are held, due to a delayed completion, is no worse for the CLEC when compared to ILEC orders | |
| **Measurements:** | **Results Detail:** |
| • Mean Held Order Interval<br>• Percent Orders Held ≥ 90 Days<br>• Percent Orders Held ≥ 15 Days | • By Major Service Family and Reason for Hold |

# Service Quality Measurements
## Executive Overview

## Maintenance and Repair (MR)

| **Function:** | |
|---|---|
| Time To Restore | |
| **Business Implications:** | |
| • Customers expect prompt restoral of service to the normal operating parameters whenever troubles are detected<br>• The longer the time required to correct a service problem, the greater the customer dissatisfaction | |
| **Measurements:** | **Results Detail:** |
| • Mean Time to Restore | • By Major Service Family and Trouble Type |

| **Function:** | |
|---|---|
| Frequency of Repeat Troubles | |
| **Business Implications:** | |
| • This measurement, when gathered for both the ILEC and CLEC can establish whether or not CLECs are competitively disadvantaged (vis-à-vis the ILEC) as a result of experiencing more frequent occurrence of customer troubles not being resolved in the first attempt to repair the trouble<br>• Differences in this measure may indicate that the CLEC is receiving inferior maintenance support in the initial resolution of troubles or, in the alternative, it may indicate that the network components supplied are of inferior quality | |
| **Measurements:** | **Results Detail:** |
| • Repeat Trouble Rate | • By Major Service Family and Trouble Type |

| **Function:** | |
|---|---|
| Frequency of Troubles (Troubles per 100 Lines) | |
| **Business Implications:** | |
| • Customers demand high quality service performance from their supplier and differentials in performance are quickly recognized throughout the market place<br>• When measured for both the ILEC and CLEC and compared, this measure can be used to establish that CLECs are not competitively disadvantaged, compared to ILEC, as a result of experiencing more frequent incidents of trouble reports<br>• Disparity in this measure may indicate differences in the underlying quality of the network components supplied | |
| **Measurements:** | **Results Detail:** |
| • Trouble Rate | • By Major Service Family and Trouble Type |

# Service Quality Measurements
## Executive Overview

| **Function:** | |
|---|---|
| Estimated Time To Restore Met | |
| **Business Implications:** | |
| • When customers experience trouble on working services, they naturally expect the services to be restored within the time frame promised<br>• When this measure is collected for the ILEC and CLEC and then compared, it can be used to establish that CLECs are receiving equally reliable (as compared to the ILEC operations) estimates of the time required to complete service repairs | |
| **Measurements:** | **Results Detail:** |
| • Percentage of Customer Troubles Resolved Within Estimate | • By Major Service Family and Trouble Type |

# Service Quality Measurements
## Executive Overview

General (GE)

| **Function:** | |
|---|---|
| Systems Availability | |
| **Business Implications:** | |
| • Access to essential business functionality, supported by OSS of the ILEC, is absolutely essential to CLEC operations<br>• This measure monitors that such OSS functionality is at least as accessible to the CLEC as to the ILEC | |
| **Measurements:** | **Results Detail:** |
| • Percent System Availability | • By Function Interface |

| **Function:** | |
|---|---|
| Center Responsiveness | |
| **Business Implications:** | |
| • When CLECs experience operational problems dealing with ILEC processes or interfaces, prompt support by the ILEC is required in order to assure that the CLEC customers are not adversely impacted<br>• Any delay in responding to CLEC center requests for support (e.g., request for a vanity telephone number) will, in turn, adversely impact the CLEC retail customer who may be holding on-line with the CLEC customer service agent<br>• This measure, when gathered for both the CLEC and ILEC, supports monitoring that ILEC handling of support calls from CLECs is at least as responsive as for calls by ILEC retail customers seeking assistance (e.g., calling the business office of the ILEC or call the ILEC to report service repair issues) | |
| **Measurements:** | **Results Detail:** |
| • Mean Time to Answer Calls<br>• Call Abandonment Rate | • By Support Center Provided |

# Service Quality Measurements
## Executive Overview
## Billing (BI)

| **Function:** | |
|---|---|
| Timeliness Of Billing Record Delivery | |
| **Business Implications:** | |
| • Regardless whether the billing is for retail customer or exchange access service, the timing of ILEC delivery of billing records must provide CLECs with the opportunity to deliver timely bills in as timely a manner as the ILEC; otherwise artificial competitive advantage would be realized by the ILEC | |
| **Measurements:** | **Results Detail:** |
| • Mean Time to Provide Recorded Usage Records<br>• Mean Time to Deliver Invoices | • By Type of Usage (End User Direct Bill, End User Alternately Billed, or Access) or By Type of Invoice (TSR or UNE) |

| **Function:** | |
|---|---|
| Accuracy of Billing Records | |
| **Business Implications:** | |
| • The accuracy of billing records affects the accuracy of the billing ultimately delivered to local service customers, whether retail service or exchange access service customers<br>• Billing for the elements from which CLEC services are constructed must be validated to assure that only correct charges are paid | |
| **Measurements:** | **Results Detail:** |
| • Percent Invoice Accuracy<br>• Percent Usage Accuracy | • By Type of Usage (End User Direct Bill, End User Alternately Billed, or Access) or By Type of Invoice (TSR or UNE) |

# Service Quality Measurements
## Executive Overview
## Operator Services and Directory Assistance (OS, DA)

| **Function:** | |
|---|---|
| Speed To Answer | |
| **Business Implications:** | |
| • In order to assure that an unjustified competitive advantage is not created for the ILEC, the speed of answer delivered to CLEC retail customers, when the ILEC provides Operator Services or Directory Services on behalf of the CLEC, must be no slower than the speed of answer that the ILEC delivers to its own retail customers of equivalent local services | |
| **Measurements:** | **Results Detail:** |
| • Mean Time to Answer | • Operator Services and Directory Service Separately Reported Detailed, for eeach Service by Machine and Human Answer Time |